

## FOR SALE BY ONLINE AUCTION

### Two tracts of unimproved farm land totaling 11.73 acres Radnor Township Delaware County, Ohio

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**Sale Method:** Online Auction

For more information on the online auction process, please contact

Kevin

**Auction Starts:** June 1, 2005

Legare at 1-617-565-5719 or **kevin.legare@gsa.gov**

**Auction Ends:** Based on bid activity

**Suggested Opening Bid:** \$50,000

24-hour Bid Hotline recording:

**1-800-241-1417, Property**

**Code 005**

**GSA Control Number: 1-D-OH-825**

**Registration Deposit:** \$10,000

**Minimum Bid**

**Increments:** \$3,000

GSA Home Page:

**<http://propertydisposal.gsa.gov>**

For property information or to schedule an inspection, please call:

Lisa Tangney (312) 886-9480

E-mail: [lisa.tangney@gsa.gov](mailto:lisa.tangney@gsa.gov)

Online Auction:

**<http://www.auctionrp.com>**

Submit Initial Bids with deposits to:

U.S. General Services Administration  
Property Disposal Division (1PR)  
Attn: Lisa Faletra  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Room 925  
Boston, Massachusetts 02222

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<b>Table of Contents</b>	<b>Page</b>
Property Description	2
General Terms of Sale	4
Special Terms of Sale	8
Instructions to Bidders for	
Online Auction	10
Bidder Registration Form	14

**A sale by the U.S. General Services Administration**

Invitation for Bids No. 1PRC-05-005

## Property Description

### **LOCATION AND DESCRIPTION OF PROPERTY**

The property consists of two tracts of undeveloped farm land totaling 11.73 acres in central Ohio, Delaware County, Radnor Township, approximately 30 miles north of Columbus. The property can be accessed via U.S. 23 north to T-196 (aka Penry Road, an east/west public street), then west on T-196. The property is located on the north side of T-196, in between State Route 203 and railroad tracks. The property survey (pg. 18) indicates the property boundaries and page 68 of the Delaware County Plat Directory (2004 edition) also shows the location and boundaries of the property.

The property was purchased in 1994 by the Department of the Air Force, c/o U.S. Army Corps of Engineers, Louisville District for the construction of a relay node facility. Prior to any construction activities, the project was terminated. Ground Wave Emergency Network #3 (GWEN) is the common name for the property. Since the land purchase in 1994, the property has been in agricultural use.

### **REGIONAL DATA**

Delaware County consists of eighteen townships and seven cities with a total population of 132,797 (Delaware County 2003 estimate). Radnor Township's population (based on 2000 U.S. Census) was 1,135.

Radnor Township is mainly an agricultural/farming community surrounded by Marion County to the north, Scioto Township and the City of Delaware to the south, Thompson Township to the west and Troy Township to the east. The City of Delaware serves as the county seat for Delaware County.

### **SITE DATA**

Containing a total of 11.73 acres, the property is reportedly located within Zone C, an area of minimal flooding. According to the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NCRS), Delaware County, Ohio Soil and Water Conservation District, no official wetland determination on the property exists. A tile

drainage system was reportedly installed and crosses the property as well as systematic subsurface drainage under the property. For further information, contact the USDA-NCRS (557-A Sunbury Road, Delaware, Ohio 43015-8656, (740) 365-4011).

The immediate vicinity of the property consists of agricultural land. The property is zoned Farm Residential District. The property index number is 32 620-460-01-071-001.

### **UTILITIES**

The property is not served by any utilities.

### **ENVIRONMENTAL**

There are no buildings on the property. As such, no suspect asbestos-containing materials or lead-based paint were observed. No electrical transformers were observed on the property.

### **LEGAL DESCRIPTION**

The property is legally described as follows:

Situated in the State of Ohio, County of Delaware, Township of Radnor, in Lot Number One (1), Second Tier, in Quarter Township 4, Township 6 North, Range 20 West, United States Military Lands, and being portions of the following two (2) tracts of land conveyed to Penry Farms, Inc. by deed of record in Deed Book 406, Page 299, Recorder's Office, Delaware County, Ohio:

- 1) 0.953 acre out of a 47.5 acre tract conveyed as Parcel Two, 1<sup>st</sup> Tract, and
- 2) 10.778 acres out of an original 65.300 acre tract conveyed as Parcel Three, Tract 1,

and bounded and described as follows:

Beginning at a P.K. Nail set in the centerline of Penry Road-Township Road No. 196 (60 feet wide), in the south line of said Quarter Township 4, in the south line of said Quarter Township 4, in the south line of said Lot No. 1 and in the south line of said 47.5 acre tract, said P.K. Nail being N 86° 35' 30" W a distance of 408.63 feet from a P.K. Nail set in the centerline of Penry Road, in the south line of said Quarter southeast corner of said 47.5 acre tract, at the southwest

corner of Lot Number One (1), First (East) Tier, and at the southwest corner of an original 96.23 acre tract of land conveyed as Parcel Two to Ellis E., Gladys B., Charles E. and Lois A. Lehner by deed of record in Deed Book 323, Page 570, Recorder's Office, Delaware County, Ohio;

thence N 86° 35' 30" W along the centerline of Penry Road, along a portion of the south line of said Quarter Township 4, along a portion of the south line of said Lot No. 1, Second Tier, along a portion of the south line of said 47.5 acre tract and along a portion of the south line of said original 65.300 acre tract a distance of 700.00 feet to a P.K. Nail set;

thence N 3° 24' 30" E crossing a portion of said original 65.300 acre tract, perpendicular to the centerline of Penry Road, perpendicular to the south line of said Quarter Township 4, perpendicular to the south line of said Lot No. 1, Second Tier, and perpendicular to the south line of said 65.300 acre tract a distance of 730.00 feet to a ¾ -inch I.D. iron pipe set;

thence S 3° 24' 30" W crossing a portion of said 47.5 acre tract, perpendicular to the centerline of Penry Road, perpendicular to the south line of said Quarter Township 4, perpendicular to the south line of said Lot No. 1, Second Tier, and perpendicular to the south line of said 47.5 acre tract a distance of 730.00 feet to the place of beginning (passing a ¾ -inch I.D. iron pipe set in the north right-of-way line of Penry Road at 700.00 feet);

containing 11.731 acres of land more or less and being subject to all legal highways, easements and restrictions of record.

## **GENERAL TERMS OF SALE**

### **(Government Real and Related Personal Property)**

- 1. TERM – “INVITATION FOR BIDS”** The term “Invitation for Bids” (IFB) as used herein refers to the foregoing IFB and its Property Description; General Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental and Historic Notices and any provisions of the Bid Form and Acceptance. All of which are attached to this IFB and incorporated and made a part hereof; and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids or conducting of an auction.
- 2. DESCRIPTION PROVIDED:** The descriptions of the property set forth in the IFB and any other information provided therein with respect to said property are based on information available to the U.S. General Services Administration (GSA) Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.
- 3. INSPECTION:** Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.
- 4. CONDITION OF PROPERTY:** The property is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered after the bid opening or conclusion of an auction.
- 5. ZONING:** Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sales agreement. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.
- 6. CONTINUING OFFERS:** Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.
- 7. POSSESSION:**

  - a.** The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of its bid. Should the successful bidder fail to take actual possession within such period, the bidder shall nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word “possession” shall mean either actual physical possession or constructive possession.
  - b.** Although by assuming possession under a., above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the

bidder either to make any alterations or improvements in or to the property or to use it for any purpose of its own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

## **8. INSURANCE:**

- a. In the event a bid to purchase is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at its own expense, effective for the period from the date of assumption of possession to the date of conveyance, for the benefit of the Government, in such kinds and amounts as may be required by the Government, in companies acceptable to the Government.
- b. Fire, extended coverage, vandalism and malicious mischief, and such other property insurance as required to protect the Government's interest shall be maintained on the real and personal property covered by the bid, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness.
- c. Information concerning insurance requirements will be furnished by:

General Services Administration  
Property Disposal Division  
Chicago Operations Branch  
230 South Dearborn Street  
Room 3774, MS#37-13  
Chicago, Illinois 60604  
Telephone: (312) 353-6045

## **9. TAXES AND CLOSING COSTS:**

As of the date of assumption of possession of

the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes. All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder.

- 10. RISK OF LOSS:** As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and shall have all obligations and liabilities of ownership. In the event of a major loss or damage to the property as a result of fire or other cause, during the period of time between acceptance of the bid by the Government and the date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

## **11. REVOCATION OF BID AND**

**DEFAULT:** In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting said deposit and payments, the Government may avail itself of any legal or equitable rights it may have under the bid or contract of sale.

## **12. GOVERNMENT LIABILITY:**

If the Bid for Purchase of Government Property is accepted by the Government (Seller) and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the successful bidder (Purchaser) for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest,

whereupon Seller shall have NO further liability to Purchaser.

**13. TITLE EVIDENCE:** Any title evidence that may be desired by the successful bidder, will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the successful bidder or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

**14. TITLE:** If a bid for the purchase of a property is accepted, the Government's interest will be conveyed by a Quitclaim Deed and/or where appropriate, a bill of sale in conformity with local law and practice. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

**15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT(S) OF CONVEYANCE:** The Government shall set a sale closing date, said date to be not later than 60 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by cashier's check, certified check, U.S. Postal Service money order (made payable to the U.S. General Services Administration) or credit card payment (Visa or MasterCard only), the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with paragraph 7., above, if applicable.

**16. DELAYED CLOSING:** The successful bidder shall pay interest on the outstanding

balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

**17. DOCUMENTARY STAMPS AND RECORDING COSTS:** The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense. A CONFORMED COPY OF THE RECORDED Quitclaim Deed shall be provided to: U.S. General Services Administration, Property Disposal Division (IPRC), 230 South Dearborn Street, Room 3774, Chicago, IL 60604, Attn: Lisa Tangney, Project Manager.

**18. CONTRACT:** The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

**19. OFFICIALS NOT TO BENEFIT:** No member of, or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are

prohibited from bidding on the property offered in the IFB.

## **20. COVENANT AGAINST**

**CONTINGENT FEES:** The successful bidder warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

## **21. SALE AND CONVEYANCE:**

The sale and conveyance of the Property shall be made subject to the following: (1) All covenants, easements, reservations, restrictions, and encumbrances, whether of record or not. (2) Any statement of facts which a physical inspection and accurate survey of the property may disclose.

## SPECIAL TERMS OF SALE FOR ONLINE AUCTION

1. **METHOD OF SALE:** This sale will be conducted by online auction. The bid that offers the greatest return to the Government may be accepted.

any party in possession after the date of this conveyance that either;

2. **ENVIRONMENTAL  
CERTIFICATION:**

- a. **NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY.** Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. § 9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of, or stored for one year or more, on the Property.

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

- b. **CERCLA COVENANT.** The Quitclaim Deed by which this Property shall be conveyed will include this language: Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

- (1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**

(b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or

- c. **ACCESS.** Grantor shall reserve a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this



reservation, the United States of America, and its representative officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

3. **OTHER EASEMENTS:** The property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above.
4. **REJECTION:** The Government reserves the right to reject any and all bids.
5. **SELLER'S DEFAULT:** If a bid is accepted and Seller fails for any reason to perform its obligations as set forth herein, or title to the property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, Seller shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Seller shall have no further liability to Purchaser.
6. **LIABILITY:** With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

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## INSTRUCTIONS TO BIDDERS FOR ONLINE AUCTION

**1. AUCTION START DATE:** The online auction starts: June 1, 2005

**2. TYPE OF SALE:** This sale will be an online auction conducted via the Internet and by submission of written or faxed bids. The auction will be conducted over a period of several weeks or until the property is sold. The date for receipt of final bids will be announced on the Internet and on a telephone hotline message with three days prior notice (see Paragraph 12 in this section, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

**3. BIDS AND TERMS OF SALE:** Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

**4. SUGGESTED OPENING BID:** The suggested opening bid for the property is **\$50,000.00**. This is not a minimum bid. You may bid more or less. The government seeks to obtain fair market value for the property and reserves the right to reject any and all bids.

**5. REGISTRATION DEPOSIT:**

**a.** A registration deposit in the amount of **TEN THOUSAND DOLLARS (\$10,000.00)** must accompany your Bidder Registration and Bid Form. The following methods of payment are acceptable: (1) cashier's check, (2) certified check, (3) U.S. Postal Service money order, and (4) credit card payment (Visa or MasterCard only). Personal or company checks are **NOT** acceptable and will be returned to sender. To register to bid and if you are prepared to make an initial bid, please complete the enclosed Bidding Registration and Bid Form for Purchase for Government Property and send the form with your bid deposit to:

**Property Disposal Division (1PR)  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Room 925  
Boston, Massachusetts 02222  
Attn: Lisa Faletra**

**b.** Please make your check payable to: **"United States of America or (insert your name here)"**

Making the check payable to both will make it easier for you to negotiate the instrument, if and when your registration deposit is returned to you. Deposits by credit card (either Visa or MasterCard) may be made over the Internet by following the instructions on the web site: <http://www.auctionrnp.com> or by using the enclosed Registration Deposit by Credit Card form. **Only upon GSA's receipt of your registration deposit will you be allowed to bid online or by the submission of a written faxed bid.**

**c.** Within twenty-four (48) hours of acceptance of an offer by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the bid deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of your bid.

**d.** Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

**e.** Registration deposits received from the two highest bidders will be held as stipulated in Paragraph 15. All other registration deposits will be returned.

**6. BIDDER REGISTRATION AND BIDS:**

**a.** Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. **Bidder registration and bids**

**U.S. General Services Administration**

**submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this IFB.

**b.** The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

**c.** To register online, bidders should return to GSA their original signed and completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

## **7. USER IDENTIFICATION NUMBER:**

A User Identification ("ID") number and password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID and password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on the recorded hotline and on our auction web page, <http://www.auctionrp.com>.

## **8. BIDDING IN GENERAL:**

**a.** Bids may be delivered to our office either in person, by fax, by U.S. Mail, by private delivery services, or via the Internet at: <http://www.auctionrp.com>.

**b.** Bidders who registered online may increase their bids by following the instructions at [auctionrp.com](http://www.auctionrp.com). They may also submit increased bids in person, by fax, U.S. Mail, or private delivery services. By submitting your bid through [auctionrp.com](http://www.auctionrp.com), you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

**c.** Bids must be submitted without contingencies.

**d.** Bids that are not submitted on GSA forms will be rejected.

## **9. FAXING YOUR BID:**

**a.** Bids by fax may be made with a credit card (either Visa or MasterCard) by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is **(617) 565-5720**.

**b.** A bid submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following: 1) Receipt of a garbled or incomplete bid. 2) Availability or condition of the receiving facsimile equipment. 3) Incompatibility between the sending and receiving equipment. 4) Delay in transmission or receipt of bid. 5) Failure of the bidder to properly identify the bid. 6) Illegibility of bid. 7) Security of bid.

**c.** If your faxed bid is not reflected on the GSA Property Disposal Hotline recording or on the web page, and your bid is higher than the announced bid, you must call **Kevin Legare** at **(617) 565-5719** for verification that your bid was received.

**10. DAILY BIDDING RESULTS:** Bidders may call GSA's 24-hour bid hotline at 1-800-241-1417, (Property code 005) to hear the current high bid. Bidders may also visit <http://www.propertydisposal.gsa.gov> or our online auction web site at: <http://www.auctionrp.com> to obtain current bidding information. The bid hotline and GSA Internet Home Page will be updated each Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new bids are received during normal business hours. Bidders will be notified via the hotline recording and the web page when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at (617) 565-5719. Bidders are urged to pay close attention to the recording and web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

**11. INCREASING YOUR BID:** If you learn from the recorded message or from the web page that your bid was not the high bid, you may increase the high bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased

bids must be submitted on the official GSA bid forms unless you are bidding online. Official bid forms may be photocopied. Increased bids must be at least Three Thousand Dollars (\$3000.00) more than the previous high bid in order to be considered. **The Government reserves the right to modify the minimum bid increment at any time prior to the close of the sale.** To increase a previously submitted bid, bidders may use one of the following methods: in person, by fax, U.S. mail, private delivery services, or online at [www.auctionrp.com](http://www.auctionrp.com). In the event that two bids of equal value are received via U.S. mail, fax, online, etc., the first bid received will be recognized.

**12. CALL FOR FINAL BIDS:** Once bidding slows down, a date will be set for the receipt of final bids. That date, referred to as the "soft close date", will be announced on the web page and on the GSA bid hotline recording. On that date, commencing at 12:00 a.m., Eastern Daylight Time, if no increased bid is received by 3:00 p.m. Eastern Daylight Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the **next business day** on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Eastern Daylight Time on that day. **The Government reserves the right to increase the minimum bid increment once the soft close date has been established.** There is no advantage to waiting until the last minute to bid.

**13. BID EXECUTED ON BEHALF OF BIDDER:**

**a.** A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

**b.** If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

**c.** If the bidder is a partnership, and all partners sign the bid with a notation that they are all general partners, the Government will not ordinarily require

any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid of behalf of the partnership.

**d.** If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

**14. WAIVER OF INFORMALITIES OR IRREGULARITIES:** The Government may, at its election waive any minor informality or irregularity in bids received.

**15. BACKUP BIDDER:** The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently, the bid deposit of the second high bidder will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

**16. ACCEPTABLE BID:** An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

**17. NOTICE OF ACCEPTANCE OR REJECTION:** Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any and all bids or portions thereof.

**18. ADDITIONAL INFORMATION:** The GSA issuing office at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information requests concerning the Property offered to facilitate preparation of bids. Each bid

shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

**BIDDER REGISTRAION AND BID FOR  
PURCHASE OF GOVERNMENT PROPERTY**

Two tracts of vacant farm land  
totaling 11.73 acres  
Radnor Township, Delaware County, Ohio  
GSA Control No. 1-D-OH-825

General Services Administration  
Property Disposal Division (IPR)  
10 Causeway Street, Room 925  
Boston, MA 02222  
Attn: Lisa Faletra/Kevin Legare

**Check One:**

Initial Bid \_\_\_\_\_

Increased Bid \_\_\_\_\_

Fax: 617-565-5720

The undersigned bidder hereby offers and agrees to purchase the property described in the Invitation for Bid No. 1PRC-05-005, including any amendments, (collectively the "IFB") for the bid amount listed below. The Bidder further agrees that said offer is made subject to the terms and conditions of the IFB, which by this reference is incorporated in the bid and made a part of the bid.

**REGISTRATON DEPOSIT: \$10,000.00**

**BID AMOUNT:** \_\_\_\_\_

In the event this bid is accepted, the instrument of conveyance should name the following as

grantee(s): \_\_\_\_\_

Indicate above the manner in which title is to be taken (e.g., Solo and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse if applicable.

**BIDDER REPRESENTS** that he/she operates as (check one):

\_\_\_\_\_ an individual

\_\_\_\_\_ an individual doing business as: \_\_\_\_\_

\_\_\_\_\_ a partnership, consisting of: \_\_\_\_\_

\_\_\_\_\_ a corporation, incorporated in the state of \_\_\_\_\_

\_\_\_\_\_ a trustee, acting for: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Signature of person authorized to sign bid

\_\_\_\_\_  
Date

Signer's name and title (type or print)

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

### **CERTIFICATE OF CORPORATE BIDDER**

(for use with Bidder Registration and Bid Form for Purchase of Government Property)

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official title)  
of the Corporation named as bidder herein; that \_\_\_\_\_,  
who signed this bid on behalf of the bidder, was then \_\_\_\_\_  
of said Corporation; that the bid was duly signed for and on behalf of said Corporation by  
authority of its governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

## REGISTRATION DEPOSIT BY CREDIT CARD

Two tracts of vacant farm land  
totaling 11.73 acres  
Radnor Township, Delaware County, Ohio

To: General Services Administration  
Property Disposal Division (1PR)  
10 Causeway Street, Room 925  
Boston, MA 02222  
Attn: Lisa Faletra/Kevin Legare

Fax Number: (617) 565-5720

### THIS FORM MAY BE SUBMITTED BY FAX.

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids #1PRC-05-005, including any amendments, (collectively the "IFB") for the property identified above. Applicant must be the authorized cardholder and agrees that his/her/its credit card will be debited the full amount of the registration deposit, as specified in the "Instructions to Bidders for Online Auction" paragraph # 5, Registration Deposit. In the event that applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the property. In the event that applicant is not the successful bidder, the registration deposit will be credited to the credit card account listed below.

Applicant's Last Name: (please print) \_\_\_\_\_

First Name: \_\_\_\_\_ M.I. \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

My card number is: Visa \_\_\_\_\_ Master Card \_\_\_\_\_

Expiration: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name as it appears on card: \_\_\_\_\_

Driver's License No. \_\_\_\_\_ State \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **ACCEPTANCE BY THE GOVERNMENT**

The foregoing bid for purchase of two tracts of vacant farm land totaling 11.73 acres, Radnor Township, Delaware County, Ohio, GSA Control Number 1-D-OH-825 is accepted by and on behalf of the United States of America, acting by and through the General Services Administration, on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Signature of  
Contracting Officer: \_\_\_\_\_

Name and title of  
Contracting Officer: \_\_\_\_\_



